

REMARKS/ARGUMENTS

Claims 4, 8, 9, 11-13, 18, 24-36 and 39-43 are pending. By the Amendment, claims 4, 13, 18, 24, 27, 32-36, 39 and 40 are amended and claims 41-43 are added. The amendments and added claims introduce no new matter. Claims 37 and 38 are canceled without prejudice to, or disclaimer of, the subject matter recited in those claims. Reconsideration of the application based on the above amendments and the following remarks are respectfully requested.

Claim Objections

Claims 32-36 are objected to under 37 C.F.R. §1.75(c), as being of improper dependent form. The amendments to claims 32-36 obviate the objection.

Withdrawal of the objection is respectfully requested.

Rejection under 35 U.S.C. §112, second paragraph

Claims 34, 35 and 37 are rejected under 35 U.S.C. §112, second paragraph.

The cancellation of claim 37 renders the rejection with respect to that claim moot. The amendments to claims 34 and 35 obviate the rejection with respect to those claims.

Reconsideration and withdrawal of the rejection are respectfully requested..

Rejection under 35 U.S.C. §101

Claims 18, 24-31, and 37-40 are rejected under 35 U.S.C. §101. The Office Action asserts that these claims allegedly are not (1) be tied to another statutory class (such as a particular apparatus) or (2) transform underlying subject matter (such as an article or materials) to a different state or thing. This rejection is respectfully traversed.

Without conceding the propriety of the rejections, claims 18 and 24 are amended to clarify relevant features. The recited features satisfy the requirements of 35 U.S.C. §101 for at least the following reasons.

The Office Action apparently considers the previously recited claim features as akin to "purely mental step." However, the features of claims 18 and 24 are more than mental steps. For example, at least the features of electronic procurement of a purchase order agreement over an electronic communication network between a seller and a buyer, the purchase order agreement being stored electronically on a computer-readable storage medium and relating to a transaction in one or more goods or services; electronic modification of the purchase order agreement upon agreement by the seller and the buyer to the modification; electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement; electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement; and receiving and storing on a computer-readable storage medium electronic evidence, as recited in claim 18, are more than mental processes.

Additionally, the recited features are adequately "tied to" a particular machine including components that communicate over an electronic communication network, and electronically store information to computer-readable storage media.

As such, claims 18 and 24, and the claims depending therefrom, satisfy the requirements of 35 U.S.C. §101. Accordingly, reconsideration and withdrawal of the rejection are respectfully requested.

Rejection under 35 U.S.C. §103

Claims 4, 8, 9, 11-13, 18 and 24-40 are rejected under 35 U.S.C. §103(a) as being unpatentable over US Pat. No. 6,141,653 to Conklin et al. (hereinafter "Conklin"), in view of US Pat. No. 7,069,234 Cornelius et al. (hereinafter "Cornelius"). This rejection is respectfully traversed.

Without conceding the interpretation, or application, of the applied references and solely to advance prosecution of this application, independent claims 4, 18 and 24 are amended. The applied references cannot reasonably be considered to have suggested the combinations of features recited in these claims for at least the following reasons.

To support a *prima facie* case of obviousness, the Examiner must demonstrate that each feature recited in the claims is found in the cited art, or provide explicit reasoning to support the finding that the features would have been obvious to one of ordinary skill in the art at the time the invention was made. See MPEP §§2141, 2142. The analysis of the Office Action fails to meet this standard at least with respect to the features recited in the independent claims.

With respect to claim 32, aspects of which are recited in amended claims 4, 18 and 24, the Office Action asserts that the feature of wherein different seller agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement, and wherein different buyer agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement “does not further identify the structure of the system” and is considered “non-functional descriptive material.”

Claim 4 recites, in relevant part:

the system is configured to recognize different seller agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement;

the system is configured to recognize different buyer agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement; and

the means for electronic modification of the purchase order agreement upon agreement by the seller and the buyer to the modification is configured so that proposed modifications to the purchase order agreement, and accepting proposed modifications to the purchase order agreement, are permitted based on the respective buyer and seller agents' rights.

Claims 18 and 24 recite similar features. Such features may not be disregarded as “non-functional descriptive material.” Rather, these features recite, in the case of the system of claim 4, structural aspects and, in the case of the method claims 18 and 24, specific methodology, that do not fall within the limited definition of “material that cannot exhibit any functional interrelationship with the way the steps are performed” stated by the Office Action.

In this regard, the Office Action appears to be relying on the MPEP §2106.01(II), which deals with Computer-Related Nonstatutory Subject Matter. However, the full statements in this section make clear that it is not properly applied to the claimed subject matter. For example, the above features do not fall within the certain types of descriptive material, “such as music, literature, art, photographs, and mere arrangements or compilations of facts or data, without any functional interrelationship is not a process, machine, manufacture, or composition of matter.” (emphasis added).

MPEP §2106(II) goes on to state that, for example, a computer that recognizes a particular grouping or sequence of musical notes read from memory and thereafter causes another defined series of notes to be played, requires a functional interrelationship among that data and the computing processes performed when utilizing that data. “As such, a claim to that computer is statutory subject matter because it implements a statutory process.” Likewise, the claimed subject matter regarding permitting functions based on the different rights assigned to different seller and buyer agents is statutory subject matter that must be considered by the Examiner.

Additionally, Applicant submits that the relied-upon portions of the applied references would not have reasonably suggested such features. For example, the Office Action refers to sections of Cornelius that deal with workflow management and security. However, these sections do not disclose the relevant features of recognizing different seller agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement; recognizing different buyer agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement; and permitting proposed modifications to the purchase order agreement, and accepting proposed modifications to the purchase order agreement, based on the respective buyer and seller agents’ rights.

Accordingly, reconsideration and withdrawal of the rejection of claims 4, 18 and 24 are respectfully requested.

Dependent claims

Solely to advance prosecution of the present application, aspects of dependent claims are discussed in further detail below. However, the omission of a dependent claim or feature from this discussion is not an indication of agreement with the Office Action's analysis.

Claims 39-42

Claims 39-42 variously recite receiving an assignment of rights of a first buyer (or seller) agent to a second buyer (or seller) agent from a system administrator within an organization of the buyer (or seller) through the computerized system. The Office Action refers generally to aspects of Cornelius that describe various roles and tasks in a workflow system. However, Cornelius does not disclose the specifically recited features of assignment of rights of a first buyer (or seller) agent to a second buyer (or seller) agent.

The remaining claims are likewise allowable for at least the respective dependence of these claims, directly or indirectly, on an allowable base claim, as well as for the separately patentable subject matter that each of these claims recites.

Accordingly, reconsideration and withdrawal of the rejection are respectfully requested.

CONCLUSION

In view of the foregoing, Applicants believe all claims now pending in this Application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested.

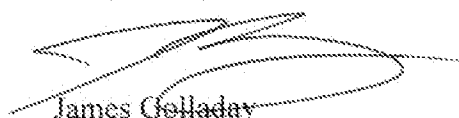
Appl. No. 09/981,626
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If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at 202-481-9900.

The Commissioner is authorized to charge any fees due or credit any overpayment to the deposit account of Townsend and Townsend and Crew LLP, Deposit Account No. 20-1430.

Respectfully submitted,



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